

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE

The Contractor shall provide painting, drywall/plaster repair, and related services for real property owned or managed by the U.S. Government in Algiers, Algeria. The Contractor shall furnish services under task orders issued by the Contracting Officer.

B.2 TYPE OF CONTRACT

This contract is an indefinite-delivery indefinite-quantity contract with firm-fixed prices. Task orders will be priced and payable entirely in the currency indicated in the SF1442. The Government will not pay any additional sums due to any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted due to fluctuations in the currency exchange rates. The Government will make changes in the contract price or time to complete only due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract. The estimated quantities listed in B.4 and equivalent sections for option years are estimates only and the Government does not guarantee that such quantities will be ordered.

B.3 CONTRACT PRICE

B.3.1 General.

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, required under this contract, for painting services. This price listed below shall include all labor, materials, overhead and profit.

B.3.2 Payment.

The Government will make payment in local currency.

B.3.3 Pricing - Base Period:

The Contractor shall provide the services shown below for the base period of the contract, starting on the award date and continuing for a period of 12 months. The fixed unit prices, for satisfactory performance of all the services required are:

a- Preparation of bathroom/kitchen ceilings/walls to include one coat of paint.

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|------------------------------------|-------------------------|
| (1) Paint furnished by Contractor: | Dinar: _____ per sq.mt. |
| (2) Paint furnished by Embassy: | Dinar: _____ per sq.mt. |

b- Preparation of rooms ceilings/walls to include one coat of primer and one coat of paint.

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|------------------------------------|-------------------------|
| (1) Paint furnished by Contractor: | Dinar: _____ per sq.mt. |
| (2) Paint furnished by Embassy: | Dinar: _____ per sq.mt. |

c- Additional coat of any type of paint or primer for room/kitchen/bathroom ceilings and walls.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

d- Finish Painter (Decorator, painter capable of painting with any type of paint and on any surface. Stucco decorator for preparation of walls and ceilings).

Dinar: _____ per hr.

e- Removal of wall paper and preparation of room walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

f- Painting of baseboards (varnish furnished by Contractor):

Enamel Dinar: _____ per mt.

Resembling Marble Dinar: _____ per mt.

Revarnish wooden works Dinar: _____ per mt.

g- Painting of radiators Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

h- Painting of internal iron/wooden work Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

i- Painting of external iron/wooden work Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

j- Preparation of external surfaces, including one coat of primer and one coat of paint for surfaces up-to a height of two meters Dinar : _____ per sq. mt.

k- Additional coat of any type of paint or primer for external surfaces up-to a height of two meters Dinar : _____ per sq. mt.

l- Installation, rental and removal of scaffolding to perform work over two meters of height Dinar : _____ per sq. mt.
mt.

m- Touch-up external plastering Dinar : _____ per sq. mt.

n- Moving furniture, furnished apartment Dinar: _____ per apt.

o- Moving furniture, furnished office Dinar: _____ per office

B.4 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

The Contractor declares to have capability and to be willing to perform the painting of two (2) apartments simultaneously, if so required by the COR. In this regard it is to be remarked that the maximum effort is required during the months of July, August and September.

Therefore the Contractor must declare that he/she is willing and has the capability to work in full force during the months of July, August and September.

It is anticipated that a maximum period of 10 working days will be allowed to paint an apartment.

The estimated quantities for the basic year of the contract are:

B.4.1 Contract Minimum: During the contract period, the Government shall place orders for a minimum of five (5) apartments, or the equivalent in office space or exterior painting. This is the estimated contract minimum for this period of performance.

B.4.2 Contract Maximum: During the contract period, the amount of all orders shall not exceed approximately fifteen (15) STL apartments and two (2) GOQ apartments, or the equivalent in office space or exterior painting. This is the estimated contract maximum for this period of performance.

B.5 PRICING- OPTION YEAR 1:

The Contractor shall provide the services shown below for Option Year 1, starting one year after the award date and continuing for a period of 12 months. The fixed unit prices, for satisfactory performance of all the services required are:

a- Preparation of bathroom/kitchen ceilings/walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

b- Preparation of rooms ceilings/walls to include one coat of primer and one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

c- Additional coat of any type of paint or primer for room/kitchen/bathroom ceilings and walls.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

d- Finish Painter (Decorator, painter capable of painting with any type of paint and on any surface. Stucco decorator for preparation of walls and ceilings).

Dinar: _____ per hr.

e- Removal of wall paper and preparation of room walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

f- Painting of baseboards (varnish furnished by Contractor):

Enamel Dinar: _____ per mt.

Resembling Marble Dinar: _____ per mt.

Re-varnish wooden works Dinar: _____ per mt.

g- Painting of radiator Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

h- Painting of internal iron/wooden work (varnish furnished by Contractor) Dinar: _____ per sq.mt.
i- Painting of external iron/wooden work (varnish furnished by Contractor) Dinar: _____ per sq.mt.

j- Preparation of external surfaces, including one coat of primer and one coat of paint for surfaces up-to a height of two meters Dinar : _____ per sq. mt.

k- Additional coat of any type of paint or primer for external surfaces up-to a height of two meters Dinar : _____ per sq. mt.

l- Installation, rental and removal of scaffolding to perform work over two meters of height Dinar : _____ per sq. mt.

m- Touch-up external plastering Dinar : _____ per sq. mt.

n- Moving furniture, furnished apartment Dinar: _____ per apt.

o- Moving furniture, furnished office Dinar: _____ per office

B.6 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

The Contractor declares to have capability and to be willing to perform the painting of two (2) apartments simultaneously, if so required by the COR. In this regard it is to be remarked that the maximum effort is required during the months of July, August and September. Therefore the Contractor must declare that he/she is willing and has the capability to work in full force during the months of July, August and September.

It is anticipated that a maximum period of 10 working days will be allowed to paint an apartment.

The estimated quantities for the first option year of the contract are:

B.6.1 Contract Minimum.

During the contract period, the Government shall place orders for a minimum of five (5) apartments, or the equivalent in office space or exterior painting. This is the estimated contract minimum for this period of performance.

B.6.2 Contract Maximum

During the contract period, the amount of all orders shall not exceed thirty (30) apartments, or the equivalent in office space or exterior painting. This is the estimated contract maximum for this period of performance.

B.7. PRICING – OPTION YEAR 2:

The Contractor shall provide the services shown below for Option Year 2, starting two years after the award date and continuing for a period of 12 months. The fixed unit prices, for satisfactory performance of all the services required are:

a- Preparation of bathroom/kitchen ceilings/walls to include one coat of paint.

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|------------------------------------|-------------------------|
| (1) Paint furnished by Contractor: | Dinar: _____ per sq.mt. |
| (2) Paint furnished by Embassy: | Dinar: _____ per sq.mt. |

b- Preparation of rooms ceilings/walls to include one coat of primer and one coat of paint.

- | | |
|------------------------------------|-------------------------|
| (1) Paint furnished by Contractor: | Dinar: _____ per sq.mt. |
| (2) Paint furnished by Embassy: | Dinar: _____ per sq.mt. |

c- Additional coat of any type of paint or primer for room/kitchen/bathroom ceilings and walls.

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|------------------------------------|-------------------------|
| (1) Paint furnished by Contractor: | Dinar: _____ per sq.mt. |
| (2) Paint furnished by Embassy: | Dinar: _____ per sq.mt. |

d- Finish Painter (Decorator, painter capable of painting with any type of paint and on any surface. Stucco decorator for preparation of walls and ceilings).

Dinar: _____ per hr.

e- Removal of wall paper and preparation of room walls to include one coat of paint.

- | | |
|------------------------------------|-------------------------|
| (1) Paint furnished by Contractor: | Dinar: _____ per sq.mt. |
| (2) Paint furnished by Embassy: | Dinar: _____ per sq.mt. |

f- Painting of baseboards (varnish furnished by Contractor):

- | | |
|-------------------------|-----------------------|
| Enamel | Dinar: _____ per mt. |
| Resembling Marble | Dinar: _____ per mt.. |
| Re-varnish wooden works | Dinar: _____ per mt. |

g- Painting of radiator
(varnish furnished by Contractor) Dinar: _____ per sq.mt.

h- Painting of internal iron/wooden work
(varnish furnished by Contractor) Dinar: _____ per sq.mt.

i- Painting of external iron/wooden work
(varnish furnished by Contractor) Dinar: _____ per sq.mt.

j- Preparation of external surfaces, including one coat of primer and one coat of paint for surfaces up-to a height of two meters Dinar : _____ per sq. mt.

k- Additional coat of any type of paint or primer for external surfaces up-to a height of two meters Dinar : _____ per sq. mt.

l- Installation, rental and removal of scaffolding to perform work over two meters of height Dinar : _____ per sq. mt.

m- Touch-up external plastering Dinar : _____ per sq. mt.

n- Moving furniture, furnished apartment Dinar: _____ per apt.

o- Moving furniture, furnished office Dinar: _____ per office

B.8. CONTRACT MINIMUM AND MAXIMUM AMOUNTS

The Contractor declares to have capability and to be willing to perform the painting of two (2) apartments simultaneously, if so required by the COR. In this regard it is to be remarked that the maximum effort is required during the months of July, August and September. Therefore the Contractor must declare that he/she is willing and has the capability to work in full force during the months of July, August and September.

It is anticipated that a maximum period of 10 working days will be allowed to paint an apartment.

The estimated quantities for the second option year of the contract are:

B.8.1. Contract Minimum During the contract period, the Government shall place orders for a minimum of five (5) apartments, or the equivalent in office space or exterior painting. This is the estimated contract minimum for this period of performance.

B.8.2. Contract Maximum During the contract period, the amount of all orders shall not exceed thirty (30) apartments, or the equivalent in office space or exterior painting. This is the estimated contract maximum for this period of performance.

B.9. PRICING – OPTION YEAR 3:

The Contractor shall provide the services shown below for Option Year 3, starting three years after the award date and continuing for a period of 12 months. The fixed unit prices, for satisfactory performance of all the services required are:

a- Preparation of bathroom/kitchen ceilings/walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

b- Preparation of rooms ceilings/walls to include one coat of primer and one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

c- Additional coat of any type of paint or primer for room/kitchen/bathroom ceilings and walls.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

d- Finish Painter (Decorator, painter capable of painting with any type of paint and on any surface. Stucco decorator for preparation of walls and ceilings).

Dinar: _____ per hr.

e- Removal of wall paper and preparation of room walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

- (2) Paint furnished by Embassy: Dinar: _____ per sq.mt.
- f- Painting of baseboards (varnish furnished by Contractor):
 Enamel Dinar: _____ per mt.
 Resembling Marble Dinar: _____ per mt.
 Re-varnish wooden works Dinar: _____ per mt.
- g- Painting of radiator (varnish furnished by Contractor) Dinar: _____ per sq.mt.
- h- Painting of internal iron/wooden work (varnish furnished by Contractor) Dinar: _____ per sq.mt.
- i- Painting of external iron/wooden work (varnish furnished by Contractor) Dinar: _____ per sq.mt.
- j- Preparation of external surfaces, including one coat of primer and one coat of paint for surfaces up-to a height of two meters Dinar : _____ per sq. mt.
- k- Additional coat of any type of paint or primer for external surfaces up-to a height of two meters Dinar : _____ per sq. mt.
- l- Installation, rental and removal of scaffolding to perform work over two meters of height Dinar : _____ per sq. mt.
- m- Touch-up external plastering Dinar : _____ per sq. mt.
- n- Moving furniture, furnished apartment Dinar: _____ per apt.
- o- Moving furniture, furnished office Dinar: _____ per office

B.10. CONTRACT MINIMUM AND MAXIMUM AMOUNTS

The Contractor declares to have capability and to be willing to perform the painting of two (2) apartments simultaneously, if so required by the COR. In this regard it is to be remarked that the maximum effort is required during the months of July, August and September. Therefore the Contractor must declare that he/she is willing and has the capability to work in full force during the months of July, August and September.

It is anticipated that a maximum period of 10 working days will be allowed to paint an apartment.

The estimated quantities for the third option year of the contract are:

B.10.1. Contract Minimum During the contract period, the Government shall place orders for a minimum of five (5) apartments, or the equivalent in office space or exterior painting. This is the estimated contract minimum for this period of performance.

B.10.2. Contract Maximum During the contract period, the amount of all orders shall not exceed thirty (30) apartments, or the equivalent in office space or exterior painting. This is the estimated contract maximum for this period of performance.

B.11. PRICING – OPTION YEAR 4:

The Contractor shall provide the services shown below for Option Year 2, starting four years after the award date and continuing for a period of 12 months. The fixed unit prices, for satisfactory performance of all the services required are:

a- Preparation of bathroom/kitchen ceilings/walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

b- Preparation of rooms ceilings/walls to include one coat of primer and one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

c- Additional coat of any type of paint or primer for room/kitchen/bathroom ceilings and walls.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

d- Finish Painter (Decorator, painter capable of painting with any type of paint and on any surface. Stucco decorator for preparation of walls and ceilings).

Dinar: _____ per hr.

e- Removal of wall paper and preparation of room walls to include one coat of paint.

(1) Paint furnished by Contractor: Dinar: _____ per sq.mt.

(2) Paint furnished by Embassy: Dinar: _____ per sq.mt.

f- Painting of baseboards (varnish furnished by Contractor):

Enamel Dinar: _____ per mt.

Resembling Marble Dinar: _____ per mt.

Re-varnish wooden works Dinar: _____ per mt.

g- Painting of radiators Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

h- Painting of internal iron/wooden work Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

i- Painting of external iron/wooden work Dinar: _____ per sq.mt.
(varnish furnished by Contractor)

j- Preparation of external surfaces, including one coat of primer and one coat of paint for surfaces up-to a height of two meters Dinar : _____ per sq. mt.

k- Additional coat of any type of paint or primer for external surfaces up-to a height of two meters Dinar : _____ per sq. mt.

l- Installation, rental and removal of scaffolding to perform work over two meters of height Dinar : _____ per sq. mt.

m- Touch-up external plastering	Dinar : _____ per sq. mt.
n- Moving furniture, furnished apartment	Dinar: _____ per apt.
o- Moving furniture, furnished office	Dinar: _____ per office

B.12. CONTRACT MINIMUM AND MAXIMUM AMOUNTS

The Contractor declares to have capability and to be willing to perform the painting of two (2) apartments simultaneously, if so required by the COR. In this regard it is to be remarked that the maximum effort is required during the months of July, August and September. Therefore the Contractor must declare that he/she is willing and has the capability to work in full force during the months of July, August and September.

It is anticipated that a maximum period of 10 working days will be allowed to paint an apartment.

The estimated quantities for the fourth year of the contract are:

B.12.1. Contract Minimum During the contract period, the Government shall place orders for a minimum of five (5) apartments, or the equivalent in office space or exterior painting. This is the estimated contract minimum for this period of performance.

B.12.2. Contract Maximum During the contract period, the amount of all orders shall not exceed thirty (30) apartments, or the equivalent in office space or exterior painting. This is the estimated contract maximum for this period of performance.

B.13. 652.216-71 PRICE ADJUSTMENT (AUG 1999)

- (a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by the Italian Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the contract line items listed in Section B of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the contract line items of Section B, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever
- (b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:
 - (1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,
 - (2) That the change in the law could not have been reasonably anticipated prior to contract award; and,
 - (3) How the change in the law directly affects the contractor's costs under this contract.
- (c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
 - (1) The calculation of the amount of adjustment requested; and,

(2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:

(1) The exchange rate in effect on the date of the contractor's proposal that was accepted for the basic contract; and

(2) The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

(e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

(h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

(i) This clause shall only apply to laws enacted by the Italian Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

SECTION C - DESCRIPTION/SPECIFICATIONS

STATEMENT OF WORK

C.1 CHARACTER AND SCOPE OF WORK

The Contractor shall furnish and apply all materials required by this contract, unless the contract states that materials and equipment will be provided by or work performed by the Government or by others under separate contracts.

The Government reserves the right to supply materials in part, or in whole, to be used by the Contractor. Paint and/or other material cost will not be charged.

The Contractor shall furnish managerial, administrative, and direct labor personnel to accomplish all work as required in this contract.

The Contractor shall designate a representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the American Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes.

The Contractor shall be available to perform the services required by this contract and to meet the deadlines scheduled with the Government even during the holiday season - i.e. the whole month of August -.

The Contractor shall provide personnel trained and skilled for the types of tasks indicated in the following subsections.

C.1.1. DUTIES AND RESPONSIBILITIES

The Contractor's work and responsibility shall include, but shall not be limited to, all planning, programming, Contractor administration, and management necessary to assure that all services described herein are conducted in accordance with the Contract, the schedules and instructions contained therein, and all applicable laws and regulations. The Contractor shall ensure that all work meets a high standard of performance. The Contractor shall perform all related Contract administrative services necessary to perform the work, such as supply, procurement, quality control, Contractor financial control, and maintenance of complete records and files. In the event that repairs or other corrective actions are necessary due to Contractor's negligence in performance of duties, the Contractor shall be responsible for said repairs or corrective actions and associated costs.

Should the corrective action cause a delay in the delivery of the apartment/office beyond the date agreed upon with the COR, the Contractor shall be responsible for payment of liquidated damages as per Section F.8 of this contract.

C.2 SURVEY

The Contractor shall survey the property and verify the work required against the task order before beginning work, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR Officer and shall not begin work until such matters are resolved.

C.3 APPLICABLE PAINTING STANDARDS/PAINT SPECIFICATIONS

Painting, preparatory work and paint used shall comply with technical specifications as per Section C.13.

C.4 PREPARATION/PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall protect floors from soiling and paint spills. Wooden floors shall not be washed under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, the Contractor shall clean up using a specialist floor finishing company at the Contractor's expense. After completion of the painting work, the Contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

C.5. UTILITIES

Adequate supplies of water and electric power for the performance of all work under this contract shall be at the Government's responsibility and expense. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature.

C.6. EQUIPMENT

When requested the Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. When a Finish Painter is provided he/she must be equipped with trade tools / materials / supplies /equipment necessary to provide his services. The Government reserves the right to supply materials in part, or in whole, to be used by the Contractor. The paint and/or other material cost will not be charged.

C.7. WARRANTY

The warranty shall be valid for 1 year after the final inspection. During the warranty period, the Contractor shall repair or replace, free of charge, any occurring defects or ensuing damages. If the Contractor fails to do so after receipt of a written request to that effect, the Government may have such discrepancies remedied at the Contractor's expense.

C.8. VEHICLES - TRANSPORTATION

Any cost related to vehicles and transportation necessary to perform the work/services under this contract is Contractor's responsibility.

C.9. ADMINISTRATIVE RECORDS

The Contractor shall maintain administrative files, which shall at a minimum include personnel files on all employees furnished under the contract. The COR is authorized to examine the Contractor's administrative files

C.10. SUBCONTRACTING

The Contractor may subcontract for the performance of services under this contract.

C.11. MANAGEMENT

C.11.1. Schedules. The Contractor shall prepare and maintain all schedules to reflect contract requirements. Exact performance time for completion of each facility will be determined by the Contractor and the COR prior to the commencement of that project. The Contractor will begin work on each facility no later than three (3) consecutive days from each notice to proceed.

C.11.2. Supervision. The Contractor shall provide adequate on-site supervision of employees at all times. This supervision shall assure that workers are present on the job, performing their required functions, and that the job is performed to acceptable standards.

C.12. NOT USED

C.13. TECHNICAL SPECIFICATIONS FOR PAINTING WORK

a. Interior and Exterior Painting

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

- (1) Paint: This category includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (2) Product Data: The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR for each paint material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification.
- (3) Single Source Responsibility: The Contractor shall provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (4) Material Quality: The Contractor shall provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification are not acceptable.
- (5) Material Delivery: The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- (6) Material Storage: The Contractor shall store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). The Contractor shall protect materials from freezing and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.
- (7) Project Conditions: The Contractor shall not apply paint when the relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F (3 degrees C) above

the dew point, or to damp or wet surfaces. The Contractor shall apply paint only in temperatures that comply with the manufacturer's specifications.

- (8) Preliminary Examination: The Contractor shall examine substrates and conditions under which painting will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.
- (9) Preparation:
 - (a) The Contractor shall remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping, prior to surface preparation and painting. (Taping includes windows, door jams, etc.)
 - (b) The Contractor shall clean and prepare surfaces to be painted following the manufacturer's instructions before applying paint or surface treatments. This preparation includes removal of oil, dust, dirt, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.
 - (c) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical covers with new covers after painting.
- (10) Materials Preparation: The Contractor shall mix and prepare paint following the manufacturer's directions.
- (11) Application: The Contractor shall apply paint following the manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - (a) Unless otherwise specified, the Contractor shall use a high quality latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, door frames, and window frames. The Contractor shall use a flat or satin flat latex base paint (containing no lead or mercury) in the remainder of the unit. The color shall be consistent with the balance of the room, which will normally be an off-white. The Contractor shall provide samples of the color on sample of the type of material to be painted before actual paint date is scheduled.
 - (c) On exterior surfaces, the Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior of the property, or a color as otherwise specified by the COR. Prior to painting, the Contractor shall scrape, sand, fill, and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work prior to painting. The Contractor shall not apply exterior paint in snow, rain, fog or mist, or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.

(c) In case of damaged plastering the contractor shall re-plaster the portion of surfaces damaged, includes the removal of the falling plaster and the preparation of the wall. Materials to be used for the touch-up of the plaster must to be approved by the COR

The percentage of the plastering to be fixed will be decide by the COR with a contractor supervisor during the site survey to get the cost estimate.

(d) The contractor must provide ladders, scaffolding and cherry picker at his expensive up-on a highest of 2 meters.

(e) The Contractor shall provide finish coats that are compatible with primers used.

(f) The number of coats and film thickness required is the same regardless of application method. The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.

(g) The Contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

(12) Scheduling Painting: The Contractor shall apply the first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried.

(13) Minimum Coating Thickness: The Contractor shall apply materials at the manufacturer's recommended spreading rate. The Contractor shall provide a total dry film thickness of the system as recommended by the manufacturer.

(14) Prime Coats: Before application of finish coats, the Contractor shall apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and which has not been prime coated.

(15) Brush Application: The Contractor shall brush-out and work brush coats into surfaces in an even film. The Contractor shall eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. The Contractor shall draw neat glass lines and color breaks.

The Contractor shall apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

(16) Mechanical Applications: The Contractor shall use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

Wherever spray application is used, the Contractor shall apply each coat to provide the equivalent hiding of brush-applied coats. The Contractor shall not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.

- (17) Upon completion of painting, the Contractor shall clean the glass and paint-spattered surfaces. The Contractor shall remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- (18) The Contractor shall remove temporary protective wrappings after completion of painting operations.

b. Drywall/Plaster Repair

The Contractor shall patch defective drywall with a similar thickness and fire-rated drywall. Joints shall be taped in a manner so they are not readily visible. The patch shall be textured with a texture consistent with the rest of the surface being patched. The Contractor shall set and spackle all nail heads. The Contractor shall tape joints and cover them with a joint compound. The Contractor shall sand smooth spackled nail heads and tape joints and remove all dust prior to painting. The Contractor shall spackle exterior surfaces with exterior grade compounds.

c. Texture Only - Walls

Occasionally, the Government may require a wall to be textured that has not previously been textured. The Contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The Contractor shall not be required to do less than one room on any individual task order.

d. Texture Only - Ceiling

Occasionally the Government may require a ceiling to be textured that has not previously been textured. The Contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply an "Acoustic" type texture.

e. Paint Exterior Trim

The Contractor shall apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property, or a color as specified by the Contracting Officer. The Contractor shall scrape, sand, fill, and prime the trim with a latex base primer, prior to painting. The Contractor shall plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified in the task order.

f. Remove Wall Covering

Upon assignment by task order, the Contractor shall remove the designated wall covering (wallpaper, cork, mirror, tile, etc.). After removing the wall covering, the Contractor shall clean and make ready for painting the area. The Contractor shall remove and properly dispose of the old wall covering.

g. Plaster

The Contractor shall repair any damaged interior or exterior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

h. Stucco

The Contractor shall repair any damaged stucco and remove any loose stucco before applying paint.

i. Kitchen and bathroom ceilings and walls.

Unless otherwise determined by COR, ceilings and walls of kitchens and bathrooms will be painted with **Tex Acryl, made by Sikkens**.

j. All other interior ceilings and walls.

Unless otherwise determined by COR all other ceilings and walls will be primed with **Impregnante Alphatex, made by Sikkens**, and painted with **Tex Acryl, made by Sikkens**.

k. Baseboards, door moldings, and doors.

Unless otherwise determined by COR baseboards, door moldings and doors will be given primer and oleosynthetic enamel. The Contractor has to present sample of each primer/enamel to the COR for approval, within ten days of contract signature. The COR has the right to disallow use of paint that does not meet Embassy standards.

l. Radiators, interior and exterior iron work.

The contractor shall propose the rust-proofing, primer and oleosynthetic enamel to be used, and present sample of each to the COR, within ten days of contract signature for approval. The COR has the right to disallow use of paint that does not meet Embassy standards.

At the Government's discretion, paint, primer and other chemicals to be used under this contract may be subjected to laboratory tests at the contractor's expense.

The Contractor may propose, for the COR's approval or rejection, alternative materials, products, equipment or processes that the Contractor believes to be of superior quality than those named herein. Such proposals must be submitted in writing, and any changes to this contract resulting from such proposals must be approved in writing by the COR, prior to the use of any such proposed alternative materials.

C.13.1. Other materials

All necessary primers, solvents, additives and mixing chemicals must be purchased from the same manufacturers as the paints listed above. The contractor is responsible for ensuring the full compatibility of these with the

selected paint. Within ten days from contract signature, the contractor shall deliver to the COR samples of all additional, non-paint products which shall be used under this contract.

C.13.2. Safety sheets

Within ten days from contract signature, the contractor shall deliver to the COR the "MSDS" safety sheets of all paints and related chemicals to be used under the contract.

C.13.3. Colors

Within ten days of the contract signature, the contractor shall deliver to the COR sample sheets of the colors available. Before starting work, the contractor shall receive written instructions from the COR concerning the colors that shall be used for that particular work. These instructions will be given on the basis of the sample sheets. The COR is the only person who may authorize the colors to be used.

Each room can be painted with a different color at no increase in cost. Dark colors are seldom used, so no increase in cost is allowed if they are requested.

The contractor is allowed to mix the paint on site to obtain the desired color, using the same formulas shown on the sample sheets.

Rooms in some properties may have stucco moldings and/or decorations that may be painted with a different color. In this case an additional estimate should be provided to the COR for his approval.

C.13.4. Site protection

Before starting work, all pieces of furniture, carpets and removable fixtures shall be moved out of the work area and protected. The contractor shall protect all the floors with corrugated cardboard sheets covered by plastic sheets of a thickness which has been approved in advance by the COR. All baseboards, edges, moldings, tiles, door frames, doors, cabinets, light fixtures, towel racks, and other fixtures and surfaces that should not be painted must also be protected by plastic sheets and self-adhesive paper (masking) tape.

The Contractor shall at all times keep the work area free from accumulations of waste materials. All debris and used protective coverings shall be removed from Government premises and transported by the Contractor to the public dump. Trash cans at the premises may not be used for trash disposal.

The contractor must ensure that no personal items of the occupant are used by the workers during the painting process.

Paint brushes and other tools must not be cleaned and dirty liquids may not be emptied in wash basins, kitchen sinks or bathtubs.

The Contractor shall ensure that his/her employees do not smoke on Government premises, including offices, apartments, etc.

Upon completing the work, the contractor must remove all paint accidentally applied to any adjoining surfaces, such as floorboards, molding, tiles, door frames, cabinets, light fixtures, towel racks, windows etc. The contractor must also remove any tape or other product used to mask such areas. The Contractor shall also remove from the premises any rubbish, tools, equipment, and materials that are not the property of the Government. The Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the COR.

In the event that the contractor fails to properly protect government property, the property of the landlord or the personal property of the occupant and paint damage results, the Embassy will detract the relevant cost for cleaning, polishing, replacing items, or whatsoever work is necessary to restore the damaged item(s).

C.13.4. Rules for measurements

C.13.4.1. Measuring surfaces to be primed and painted

The measurements for painting walls, ceilings, vaults, etc. will be computed without taking into consideration lateral projecting parts, pilaster strips or similar objects that jut less than 5 cm.

For walls thicker than 15 cm the surfaces to be painted will be calculated as "gross surfaces" (i.e. without taking into consideration doorways, windows, niches, etc.). However, each space with a surface larger than 4 sq.m. will be subtracted and calculated separately.

For walls that are up to 15 cm thick, all spaces of any size will be subtracted and the measurements calculated separately.

C.13.4.2. Measuring surfaces to be varnished

Masonry or similar surfaces to be varnished will be measured using the same criteria as indicated above.

Metal or wood surfaces to be varnished will be measured with the following coefficients. The calculations will take into consideration varnishing on both sides and will be measured in a straight projection (i.e. without calculating the thickness, moldings, etc.).

- a. Simple metal fixtures (large glazed frames, skylights,): 0.75
- b. Normal metal fixtures (gates, railings, parapets, fences, radiators and heaters, etc.): 1.0
- c. Ornate metal fixtures: 1.5
- d. Normal window and door frames (windows, French doors, glass doors, etc.): 1.0
- e. "Roman" type shutters with shutter box and sheet iron roller shutters: 3.0
- f. Roller shutters: 2.5
- g. Undulated sheet iron, metal rolling gates, etc.: 2.5.

C.14. DESCRIPTION OF WORK

C.14.1. All interior rooms/kitchen/bathrooms - Preparation of ceilings and walls.

Each ceiling/wall shall be cleaned, all loose paint layers removed, scraped, sanded, all surfaces plastered and smoothed, holes filled and repaired, and broken plaster moldings repaired and/or recreated.

C.14.2. All interior rooms/kitchens/bathrooms - Painting or priming of ceiling/walls.

The entire surface of each ceiling/wall shall be primed / painted with the type of prime/paint specified in C.4.1., in such a manner as to obtain a perfect professional finish.

C.14.3. All interior rooms/kitchens/bathrooms - Special decoration of ceilings/walls.

In the event that any ceiling/wall has stucco moldings and/or decorations, the COR may request that these decorations be painted with a different color, in addition to "Painting of Ceilings/Walls" above.

C.14.4. Radiators - Preparation.

The exterior surfaces of each radiator shall be cleaned, all loose paint layers removed, sanded, derusted and primed.

C.14.5. Radiators - Painting.

The exterior surfaces of each radiator primed and painted with two coats of oleosynthetic enamel, as specified in C.4.1.

C.14.6. Plaster baseboards, door moldings, and window sills - Preparation.

Each surface shall be cleaned, all loose paint layers removed, scraped, sanded, all surfaces plastered and smoothed until perfectly level, holes filled and repaired, and broken plaster moldings repaired and/or recreated.

C.14.7. Plaster baseboards, door moldings, and window sills - Painting.

Each surface shall be primed and painted with the type of paint specified in C.4.1., in such a manner as to obtain a perfect professional finish.

C.14.8. Plaster/wooden baseboards, door moldings, and window sills - Faux finish.

At the request of the COR and as an alternative to painting as described in C.4. above, each surface shall be primed and painted so as to resembling marble, according to the floor finishings.

C.14.9. Wooden baseboards, door moldings, doors, window sills, shutter boxes, and rolling shutters - Preparation.

Each surface shall be cleaned, all loose paint layers removed, scraped, sanded, and holes filled, repaired and smoothed.

C.14.10. Wooden baseboards, door moldings, doors, window sills, shutter boxes, and rolling shutters - Painting.

Each surface shall be primed and painted with the type of paint specified in C.4.1., in such a manner as to obtain a perfect professional finish.

C.14.11. Internal iron work - Preparation.

The surfaces of all internal iron work shall be cleaned, all loose paint layers removed, sanded, derusted and primed.

C.14.12. Internal iron/wooden work - Painting.

The surfaces of all internal iron work shall be primed and painted with two coats of oleosynthetic enamel, as specified in C.4.1.

C.14.13. External iron work - Preparation.

The surfaces of all external iron work shall be cleaned, all loose paint layers removed, sanded, derusted and primed.

C.14.14. External iron/wooden work - Painting.

The surfaces of all external iron work shall be treated with one coat of rust converter, and then one coat of primer and two coats of oleosynthetic enamel shall be applied, as specified in C.4.1.

C.14.15. Metal shutter boxes and rolling shutters - Preparation.

The surfaces of all metal shutter boxes and rolling shutters shall be cleaned, all loose paint layers removed, sanded, derusted and primed.

C.14.16. Metal shutter boxes and rolling shutters - Painting.

The surfaces of all metal shutter boxes and rolling shutters shall be treated with one coat of rust converter, and then one coat of primer and two coats of oleosynthetic enamel, as specified in C.4.1., shall be applied.

C.15. Moving furniture - Standard apartment, unfurnished.

A "standard size apartment" is an apartment of approximately 145 sq.m., composed of some or all of the following: living/dining area, three bedrooms, two bathrooms, kitchen, service room and bath, entrance hall, and corridors. The contents of an unfurnished apartment may include some or all of the following: carpets, wardrobes, ceiling fans, light fixtures, bathroom fixtures including toilet, water tank, bidet, sink, towel bars, soap dishes, toilet paper holder, shelves, shower curtain rod, hot water heater, kitchen cupboards, kitchen sink, stove, refrigerator, freezer, dishwasher, etc. The contractor shall move any existing furniture and furnishings out of each work area in each apartment (if this is not

possible furniture and furnishings will be grouped in the center of the room), protect furniture and furnishings with plastic drop cloths, and replace them after painting is completed in their original positions in the same apartment. Carpets must be removed, rolled up and protected.

Those items which are fixed to the wall but can be removed, such as light fixtures and towels bars, must be removed prior to the beginning of preparation and painting work. Light switches, outlet covers, window and door hardware must be also be removed. Those furnishings which are fixed to the wall and cannot be moved must be protected by plastic tarps, per Section C.4.6.

C.15.1. Moving furniture - Standard apartment, furnished.

A "standard size apartment" is an apartment of approximately 145 sq.m., composed of some or all of the following: living/dining area, three bedrooms, two bathrooms, kitchen, service room and bath, entrance hall, and corridors. The contents of a furnished apartment may include some or all of the following: wardrobes, ceiling fans, light fixtures, bathroom fixtures including toilet, water tank, bidet, sink, towel bars, soap dishes, toilet paper holder, shelves, shower curtain rod, hot water heater, kitchen cupboards, kitchen sink, stove, refrigerator, freezer, dishwasher, beds, dressers, bedside tables, tables, chairs, desks, sofas, loveseats, easy chairs, recliners, coffee tables, end tables, side tables, china cabinets, buffets, sideboards, carpets, small appliances, and personal belongings. The contractor shall move any existing furniture and furnishings out of each work area in each apartment (if this is not possible furniture and furnishings will be grouped in the center of the room), protect furniture and furnishings with plastic drop cloths, and replace them in their original positions in the same apartment. Carpets must be removed, rolled up and protected. Those items which are fixed to the wall but can be removed, such as light fixtures and towels bars, must be removed prior to the beginning of preparation and painting work. Light switches, outlet covers, window and door hardware must be also be removed. Those furnishings which are fixed to the wall and cannot be moved must be protected by plastic tarps, per Section C.4.6.

C.15.9. Moving furniture - Standard office.

A "standard size office" is an office of approximately 20 sq mt.. The contents of a furnished office may include some or all of the following: desk, chairs, computers, safe, typewriter, file cabinets, carpets ecc. The contractor shall move any existing furniture and furnishings out of each work area in each office (if this is not possible furniture and furnishings will be grouped in the center of the room), protect furniture and furnishings with plastic drop cloths, and replace them in their original positions in the same office. Carpets must be removed, rolled up and protected. Those items which are fixed to the wall but can be removed, such as light fixtures, must be removed prior to the beginning of preparation and painting work. Light switches, outlet covers, window and door hardware must also be removed. Those furnishings which are fixed to the wall and cannot be moved must be protected by plastic tarps, per Section C.4.6.

C.15.3. Moving furniture - Larger/smaller than standard apartment, unfurnished.

Furniture and furnishings will be removed and/or protected prior to and during and replaced/reinstalled following the preparation and painting work as outlined above in C.5.1. above.

C.15.4. Moving furniture - Larger/smaller than standard apartment, furnished.

Furniture and furnishings will be removed and/or protected prior to and during and replaced/reinstalled following the preparation and painting work as outlined above in C.5.1. above. For apartments considerably smaller or larger (less or more than 30%) than standard, price to move furniture shall be adjusted proportionally upon the COR's written approval.

C.15.5. Moving furniture - Larger/smaller than standard office.

Furniture and furnishings will be removed, moved and protected prior to and during and replaced/reinstalled following the preparation and painting work as outlined above in C.5.1. above. For offices considerably smaller or larger (less or more than 30%) than standard, price to move furniture shall be adjusted proportionally upon the COR's written approval.

SECTION D - PACKAGING AND MARKING

D.1 PLACE OF DELIVERY

D.1.1. Subsection F.7. lists all deliverables, and whether they are required to be delivered to the Contracting Officer (CO) or the Contracting Officer's Representative (COR).

D.1.2. The Contractor shall submit deliverables for the Contracting Officer to the following address:

Embassy of the United States of America
U.S. Embassy
GSO – Contracting and Acquisitions
05 Chemin Cheick El Bachir El Ibrahimi
El Biar-Algiers, Algeria

D.1.3. The Contractor shall submit deliverables for the COR to the following address:

Embassy of the United States of America
FAC – Maintenance Unit
05 Chemin Cheick El Bachir El Ibrahimi
El Biar-Algiers, Algeria

D.2 PACKING AND MARKING

The Contractor shall deliver material to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's information.

The Government retains the right to inspect the packing of all materials and equipment brought to work locations by the Contractor in conjunction with this contract.

Delivery of paint and other products

All paint, primer, mixers and other products will be delivered to each work site in sealed cans, with original labels and the brand printed on each can. The COR has the right to inspect the cans before they are opened, and to request the replacement of any cans of paint that are deemed by him or her to be substandard or suspect of tampering.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.246-12	Inspection of Construction (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.242-14	Suspension of Work (APR 1984)

F.2 EFFECTIVE ORDERING PERIOD

F.2.1 This contract shall be effective on the award date and shall remain in effect for a period of twelve months. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

F.2.2 The Government may extend this contract under FAR 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services".

F.3 COMPLETION DATES UNDER TASK ORDERS

F.3.1 The Contractor shall have a minimum of five working days in order to commence work under each task order issued.

F.3.2 The following are minimum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

Painting Interior Walls, up to 1000 square meters – three days
Painting Interior Walls, 1001 to 2000 square meters – five days
Painting Exterior Walls, up to 1000 square meters – three days

F.3. ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract

modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision by the Government shall not:

- (1) extend the completion date or obligate the Government to do so;
- (2) constitute acceptance or approval of any delay, or;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.4. NOTICE OF DELAY

In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall:

- (1) notify the Government of such change or other conditions upon the approved schedule, and;
- (2) shall state in what respects, if any, the relevant schedule or the completion date should be revised.

The Contractor shall give notice to the Contracting Officer promptly; revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

F.5. WORKING HOURS

The Contractor shall perform all work during 08:00 a.m. and 05:30 p.m., Sunday through Thursday except for the local holidays. For work to be performed in office areas only the Department of State observes the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave. The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Changes in work hours will not be a cause for a price increase.

F.6. EXCUSABLE DELAYS

The Contractor shall be allowed time, not money, for excusable delays as defined in FAR 52.249-10, "Default". Examples of such cases include:

- (1) acts of God or of the public enemy;
- (2) acts of the United States Government in either its sovereign or contractual capacity;
- (3) acts of the government of the host country in its sovereign capacity;
- (4) acts of another contractor in the performance of a contract with the Government;
- (5) fires;
- (6) floods;
- (7) epidemics;
- (8) quarantine restrictions;
- (9) strikes;
- (10) freight embargoes;
- (11) delays in delivery of Government furnished equipment, and;
- (12) unusually severe weather.

In each instance, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore:

- (1) shall be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against;
- (2) cannot be overcome by reasonable efforts to reschedule the work, and;
- (3) directly and materially affects the date of final completion of the project.

F.7. DELIVERABLES

The Contractor shall deliver the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.1.1. Insurance	1	10 days after award	CO
H.8.1 Safety Plan	1	10 days after award	COR
H.10.3 List of Personnel	1	10 days after award	COR
H.9.2 Identification of Subs	1	5 days before use	CO
F.4 Construction Schedule	1	identified in each task order	COR
G.2. Payment Request COR	1	completion of each task order	
I.1 Updates to Construction COR Schedule (52.236-15)	1	last calendar day of each month	

F.8. LIQUIDATED DAMAGES - CONSTRUCTION FAR 52.211-12 (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of Dinar 250,00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted. (End of clause)

Assessment and Apportionment of Liquidated Damages

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the Contracting Officer.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Manager of the U.S. Embassy in Algiers.

G.1.2. DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 PAYMENT

G.2.1. General: The contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2. Detail of Payment Requests: Each request for payment, which shall be made per completion of individual task orders or for large jobs no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Contractor shall not issue an application for payment until the COR has inspected and fully accepted the work performed.

G.2.3. Payments to Subcontractors: The Contractor shall make timely payment to his subcontractors and suppliers from the proceeds of the progress or final payment for which request is being made, following the Contractor's contractual arrangements with them.

G.2.4. Evaluation by the Contracting Officer: Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer will make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons for the reduction.

G.2.5. Additional Withholding: Independently of monies under FAR 52.232-5, the Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover –

- (1) Wages or other amounts due the Contractor's employees on this project;
- (2) Wages or other amounts due employees of subcontractors on this project;
- (3) Amounts due suppliers of materials or equipment for this project; and
- (4) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

G.2.6. Payment: The 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3. TASK ORDERS.

G.3.1 General. The Government will order all services under this contract on a Task Order Form (Attachment A), issued by the Contracting Officer, as the need arises.

G.3.2. Content. Task orders shall include:

1. Date of order
2. Contract number
3. Task Order number
4. Location of property
5. Amount of work (square meters or linear meters)
6. Point of contact for questions and requests
7. Work starting date
8. Required completion date

G.3.3 PROCEDURES:

G.3.3.1. Before issuing a task order, the Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the following address:

U.S. Embassy
GSO – Contracting and Acquisitions
05 Chemin Cheick El Bachir El Ibrahimi
El Biar-Algiers, Algeria

Alternatively, the Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

G.3.3.2. If requested to submit a firm-fixed price quotation for a task order, the Contractor shall compute a price for the required work by multiplying the unit prices in Section B by the amount of work required.

G.4 SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

(a) If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.

(b) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$2500, the Government will follow the procedures in paragraph (c) below. If the estimate exceeds US\$2500, the Government will follow the procedures in paragraph (d) below.

(c) Orders not exceeding US\$2500 - The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".

(d) Orders exceeding US\$2500

(1) Unless one of the exceptions in paragraph (e) below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.

(2) Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

(e) Exceptions to the procedures in paragraph (d) above:

(1) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(2) It is necessary to place an order to satisfy a minimum guarantee.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. INSURANCE

H.1.1. Amount of Insurance: The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Dinars:

Per Occurrence	Dinar 500.000,00
Cumulative	Dinar 1.000.000,00
2. Property Damage on or off the site in Dinars:

Per Occurrence	Dinar 500.000,00
Cumulative	Dinar 750.000,00

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.1.2. Government as Additional Insured: The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.1.3. Insurance-Related Disputes: Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.1.4. Time for Submission of Evidence of Insurance: The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.2. DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 and DOSAR 652.202-70, the following definitions shall apply:

- (a) Day means a calendar day unless otherwise specifically indicated.
- (b) Host Country means the country in which the project is located.
- (c) Material means all materials, fixtures and other articles incorporated in, or which are intended to remain with, the project.
- (d) Task Order means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under individual orders as of a date stated in the order.
- (e) Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- (f) Separate Contractor means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction or work on the site of a portion of the project.

H.3. LAWS AND REGULATIONS

H.3.1. Compliance Required: The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.3.2. Labor, Health and Safety Laws and Customs: The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.3.3. Subcontractors: The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.3.4. Evidence of Compliance: The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

H.4. RESPONSIBILITY OF CONTRACTOR

H.4.1. Damage to Persons or Property: The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.4.2. Responsibility for Work Performed: The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire

work, except for any completed unit of work which may have been accepted in writing under the contract.

H.5. CONSTRUCTION OPERATIONS

H.5.1. Operations and Storage Areas:

- (a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.
- (b) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the Contracting Officer, use only established site entrances and roadways.

H.5.2. Use Of Premises:

- (a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.
- (b) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.
- (c) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.6. SAFETY

Accident Prevention

- (a) General. The Contractor shall provide and maintain work environments and procedures that will:
 - (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (i) Provide appropriate safety barricades, signs and signal lights;
 - (ii) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
 - (iii) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:
 - death,
 - traumatic injury,

- occupational disease, or
- damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before starting the work, the Contractor shall:

- (1) Submit a written proposal for implementing this clause; and
- (2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

H.7. SUBCONTRACTORS AND SUPPLIERS

H.7.1. Claims and Encumbrances: The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefor by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.7.2. APPROVAL OF SUBCONTRACTORS

H.7.2.1. Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) calendar days before providing notice of consent or rejection of any or all subcontractors.

H.7.2.2. Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.8. CONSTRUCTION PERSONNEL

H.8.1. Removal of Personnel: The Contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (d) take all reasonable precautions for the preservation of peace and protection of

persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.8.2. Notice to the Government of Labor Disputes: If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

H.8.3. CONSTRUCTION PERSONNEL SECURITY

The Contractor shall submit to the Contracting Officer a list of workers, supervisors and subcontractors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 (thirty) days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Father's name

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

H.9. MATERIALS AND EQUIPMENT

H.9.1. Selection and Approval of Materials:

- (a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.
- (b) Selection by contractor. Where the contract permits the contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:
 - (1) the names of the manufacturer;
 - (2) model number;
 - (3) source of procurement of each such product, material or equipment; and

- (4) other pertinent information concerning the:
 - (i) nature,
 - (ii) appearance,
 - (iii) dimensions,
 - (iv) performance,
 - (v) capacity, and
 - (vi) rating

unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.9.2. Custody of Materials: The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.9.3. Basis of Contract Price: The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.9.4. Substitutions:

- (a) Prior approval required. Before substitutions

- (1) proposed by the Contractor but not yet approved at the contract award, or
 - (2) proposed by the Contractor after execution of the contract

may be used in the project, the contractor must obtain approval in writing from the Contracting Officer. Any substitution request shall be timely and accompanied by sufficient information to permit the Government to evaluate its acceptability. The contractor shall provide reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. If the Contracting Officer determines the substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

- (b) Approval Through Shop Drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) Final Approval on Delivery. Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.9.5. "Or-Equal Clause": References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

H.9.6. Use and Testing of Samples:

- (a) Use. Approved samples not destroyed in testing will be sent to the Contracting Officer. Those samples that are in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.
- (b) Failure of Samples. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.
- (c) Taking and testing of samples. Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for additional testing by the Government outside of those required by the contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the Government's interest to accept the non conforming materials or equipment with an appropriate adjustment of the contract price as determined by the Contracting Officer.
- (d) Cost of additional testing by the Government. Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract required will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.10. SPECIAL WARRANTIES

H.10.1. Special Warranty Obligations: Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

H.10.2. Warranty Information: The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the

information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.11. EQUITABLE ADJUSTMENTS

H.11.1. Basis for Equitable Adjustments: If an act occurs, that causes a change within the meaning of paragraph (a) of the "Changes" clause, the contractor shall give the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment, and

(b) that the contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.11.2. Differing Site Condition Notice: The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

H.11.3. Documentation of Proposals for Equitable Adjustments

- (a) Itemization of proposals and requests. Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.
- (b) Proposed time adjustments. The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable), and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.
- (c) Release by Contractor. The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.12. NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

H.13. ZONING APPROVALS AND BUILDING PERMITS

The Contractor shall be responsible for obtaining proper zoning or other land use control approval for the project, for obtaining the approval of the Contracting Drawings and Specifications, for paying fees due for the foregoing, and for obtaining and paying for the initial building permits.
The Government is exempt from payment of public soil occupation taxes.

H.14. ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the previous written consent of the Contracting Officer.

H.15. CONTRACT REGISTRATION

If local law or decree requires that one or both parties to this contract register it with designated authorities to ensure compliance with such law or decree, the entire burden for such registration shall rest with the Contractor. Any local or other taxes which may be assessed against this contract shall be payable by the Contractor without recourse to the Government for the amount thereof.

H.16. IVA TAX (?)

IVA tax is not applicable since the US Government is exempt from payment thereof. Upon written request by the Contractor, the US Embassy shall supply the Contractor with the exemption certificate issued by the Algerian Ministry of Foreign Affairs.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (DEC 2001) Alternate I (MAY 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records - Negotiation (JUN 1999)
52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997)
52.215-21	Requirements for Cost or Pricing Data or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 1997)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (DEC 2001)
52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1992)
52.229-6	Taxes - Foreign Fixed-Price Contracts (JAN 1991)
52.232-5	Payments under Fixed-Price Construction Contracts (MAY 1997)
52.232-17	Interest (JUN 1996)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)

52.232-27	Prompt Payment for Construction Contracts (FEB 2002)
52.232.34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) - - Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (AUG 1987)
52.243-5	Changes and Changed Conditions (APR 1984)
52.246-21	Warranty of Construction (MAR 1994)
52.246-25	Limitation of Liability - Services (FEB 1997)
52.248-3	Value Engineering - Construction (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (AUG 1996) Alternate I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

I.2 FAR FULL TEXT CLAUSES

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of Contract award through the last date of the performance period, including any option.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than five apartments and/or offices per year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of twenty apartments and/or offices per year;

(2) Any order for a combination of items in excess of twenty apartments and/or offices per year.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) FULL TEXT CLAUSES

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.228-70 INDEMNIFICATION (JUL 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (AUG 1999)

All work shall be performed during working days except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) In addition to the officially recognized Italian Holidays the Department of State observes the following days as holidays:

- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (Aug 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Sample Task Order Form	1

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation are hereby incorporated by reference in paragraph (b) of this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

K.4 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly

to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
- (A) Are__ are not__ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have__ have not__, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
- (C) Are__ are not __ presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory

responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provisions. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Office may terminate the contract resulting from this solicitation for default.

K.6 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.7. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.214-34	APR 1991	Submission of Offers in English Language
52.215-1	MAY 2001	Instructions to Offerors-Competitive Acquisition*
52.236-28	OCT 1997	Preparation of Proposals - Construction

*Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price indefinite-delivery indefinite-quantity contract resulting from this solicitation. (End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, GSO – Acquisitions, 05 Chemin Cheick El Bachir El Ibrahim El Biar-Algiers, Algeria.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have no adverse criminal record;
- (8) Have no political or business affiliation which could be considered contrary to the interests of the United States.

L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely upon written interpretations by the Contracting Officer.

L.5 SUBMISSION OF OFFERS

L.5.1 General

This solicitation is for the painting services described in Section C.

L.5.2 Summary of Instructions

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1 copy	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration,	Original and one

or Repair)", and completed Section K -
REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS.

- | | | |
|---|---|-----------------------|
| 2 | Price Proposal and completed Section B -
<u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u> | Original and one copy |
| 3 | Business Management/Technical Proposal. | Original and one copy |

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

L.5.3 Detailed Instructions

L.5.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.5.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B., including prices for all contract line items for all periods of performance.

L.5.3.3 Volume III: Business Management/Technical Proposal.

(a) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract value;

- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Percent turnover of contract key technical personnel per year; and
- (10) Any terminations (partial or complete) and the reason (convenience or default).

L.6 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) An organized site visit shall be scheduled upon issue of each task order;
- (c) Participants will meet at the maintenance unit of the U.S. Embassy.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to:

Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Mr. Dan Cushman at tel no. 06 46741 or fax 06 4788 7028. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

L.8 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

(a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. The Government review technical acceptability by reviewing the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

M.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.